

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DENNIS DIVENUTA,

Plaintiff,

v.

BILCARE, INC.,

Defendant.

CIVIL ACTION NO. 09-3657

ORDER

AND NOW, this 30th day of March, 2011, upon careful consideration of defendant Bilcare, Inc.'s ("Bilcare's") motion for summary judgment (docket no. 32), plaintiff Dennis Divenuta's ("Divenuta's") opposition thereto, and Bilcare's reply, **IT IS HEREBY ORDERED** that the motion is **GRANTED IN PART AND DENIED IN PART** as follows:

1. Bilcare's motion for summary judgment is **GRANTED** as to count I, alleging breach of contract, but only with respect to Divenuta's claim regarding the reduction in his salary, and judgment is **ENTERED** in favor of Bilcare and against Divenuta with respect to that claim. The motion is **DENIED** as to count I with respect to Divenuta's claim regarding Bilcare's failure to pay incentive compensation. Bilcare's motion to strike Divenuta's claim for damages resulting from the alleged decline in his credit score is **GRANTED**.

2. Bilcare's motion for summary judgment is **GRANTED** as to count II, asserting promissory estoppel, and judgment is **ENTERED** in favor of Bilcare and against Divenuta as to this count.

3. Bilcare's motion for summary judgment is **GRANTED** as to count III, alleging

violations of Pennsylvania's Wage Payment and Collection Law, but only with respect to Divenuta's claim for severance, and judgment is **ENTERED** in favor of Bilcare and against Divenuta with respect to the severance claim. The motion is **DENIED** as to count III with respect to Divenuta's claims regarding Bilcare's failure to pay incentive compensation and to timely pay the final installment of his sign-on bonus. Judgment is **ENTERED** in favor of Divenuta and against Bilcare in the amount of \$1,250.00.

4. Trial in this matter is scheduled for May 31, 2011, at 10:00 a.m.

/s/ William H. Yohn Jr., Judge
William H. Yohn Jr., Judge